
Goldberg, Scott R.

From: Goldberg, Scott R.
Sent: Wednesday, November 23, 2005 3:50 PM
To: 'aheriot@skadden.com'
Cc: Harris, John A.; Goldberg, Scott R.
Subject: Delphi

Dear Alison,

As we discussed, this firm represents Semiconductor Components Industries LLC ("SCI"), a supplier to the Debtor. This email concern the "Supplier Agreement Assumption Procedures Motion" ("Motion"). Because of the holidays, and because the proposed Order allows ten days to object to the Motion after its entry, SCI requests that its deadline to object or respond to the Motion be extended until Monday, November 28, 2005. It is possible however, that if you can answer the following questions asap, the requested extension may not be necessary and that SCI will fully support the Motion. Please feel free to respond to this email, call me at work at 602-229-5407 or to call me at home at 480-990-7954. SCI fully supports the Debtor's reorganization efforts and hopes that its concerns about the Motion can be resolved informally.

1. Does the Debtor believe that SCI is a Covered Supplier and thus subject to the Motion ?
2. Is the Motion truly procedural or are there any substantive rights being affected? If so, what are they?
3. As to Non-Consenting Suppliers or as to suppliers that are not Covered Suppliers, does the Motion or the proposed Order, by law of the case or otherwise, establish that the Final DIP Financing Order is conclusive proof of: (i) the Debtor's ability to perform under its executory contracts prior to the Debtor's decision to assume or reject them or (ii) the Debtor's ability to provide adequate assurance of future performance if the Debtor decides to assume the contract
4. Do paragraphs B and C of the proposed Order apply only to Covered Suppliers who agree to the Assumption Agreements and to the Required Minimum Provisions or do they apply to Non-Consenting Suppliers as well?
5. Does the Debtor believe that SCI subject to Footnote 5 in the Motion?
6. Please confirm that there is nothing in the Motion or the proposed Order that limits, restricts or effects the rights of any non-debtor party to an executory contract to request that the Court compel the Debtor to assume or reject such contract, or to provide such party with adequate assurance of payment prior to the Debtor's decision to assume or reject such contract.

Thank you very muc. I look forward to hearing from you. Happy Thanksgiving!

Scott R. Goldberg
Partner

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